

RESOLUTION

Between

**Department of Corrections,
Board of Probation of Parole**

and

Office of Administration

State of Missouri

and

**Service Employees International Union
Local 2000**

December 16, 2002 through December 15, 2005

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PREAMBLE

This agreement entered into this day, December 16, 2002, by and between the Missouri Department of Corrections, Division of Probation and Parole, of the State of Missouri (hereinafter referred to as the "Employer" or "State" and S.E.I.U. Local 2000, affiliated with the Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union". The duration of this Agreement shall be for a period of three (3) years ending on December 15, 2005.

Article 1
UNION RECOGNITION

- 1.01 The Employer hereby recognizes S.E.I.U., Local 2000, Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of reaching agreements and resolving issues on matters pertaining to salaries and other conditions of employment for employees within the bargaining unit. The bargaining unit is defined in Appendix A.
- 1.02 The Employer shall notify the Union of any changes in the Employer's classification plan sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first. This Agreement includes all employees employed in the classifications covered in Appendix A or any classification added to the plan that may be appropriate for inclusion in the bargaining unit.
- 1.03 In the event of a dispute between the Employer and Union as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications and titles, both parties agree to meet and discuss issues, exchange information and facts, and attempt to reach a decision that is satisfactory to each side. If the dispute cannot be resolved by the two parties, it shall be submitted to the State Board of Mediation for resolution.
- 1.04 The Employer shall notify the Union sixty (60) days in advance of the effective date of any policy change(s) that effect the conditions of employment of employees represented in this agreement. The Union may meet with the director and/or his designees, along with the Chief State Negotiator to discuss the proposed changes and attempt to resolve issues of concern.
- 1.05 The Employer and the Union agree that the intent of this agreement is not to conflict with any laws, acts, status, ordinances, regulations and/or court rulings of the federal or state governments of this land nor is there any intent to diminish any rights granted an employee as a citizen.
- 1.06 In the event that any provision of this agreement shall be, or become legally invalid or unenforceable, such invalidity and/or unenforceability shall not effect the remainder of provisions herein, and either party, upon written notification may request to open the meet and confer process to consider the subject held legally invalid or unenforceable to determine whether alternative approaches and solutions exist.

Article 2

MANAGEMENT RIGHTS

Except to the modified by this resolution, the Employer reserves the right and authority to operate and direct its employees and its divisions and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to execution of this agreement, except as modified by the terms of this agreement.

These rights include but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations it serves;
- The right to plan, direct, control, and determine the operations, and/or services to be carried out by its employees;
- The right to determine the methods, means and number of staff needed to carry out its mission;
- The right to direct its workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts;
- The right to suspend, demote and dismiss;
- The right to layoff, furlough employees due to lack of work, funds or other reasons;
- The right to make, publish, and enforce reasonable rules of personal conduct, procedures, policies, and regulations;
- The right to introduce new, improved, or different methods of operation, equipment, or facilities;
- And the right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this agreement become necessary, the Governor shall advise the Union of the nature of the emergency.

No provision of this article shall nullify, override, or in any way impinge upon the provisions of any other article of this agreement except as outlined in the paragraph above which makes reference to the Governor and Legislature.

Article 3
NON-DISCRIMINATION

- 3.01 It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all eligible employees according to federal laws, state laws, and the state personnel laws, without regard to age, race, sex, religion, color, national origin, political affiliation, disability, union membership status or lack thereof, or the exercise of any rights set forth in RSMo 105.510.
- 3.02 All references to this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 4
EMPLOYEE INDEMNIFICATION

The parties agree that statutory obligations contained in Sections 105.711-726, RSMo 2000, regarding State Legal Expense Fund coverage for state employees shall not be diminished or expanded by the terms of this agreement.

Article 5
UNION LEAVE

- 5.01 The Union shall designate stewards as appropriate for its structure and will provide the employer with a listing of stewards and locations on a quarterly basis.
- 5.02 The Employer will allow 40 hours of annual leave, compensatory time or leave without pay per year to one steward for every 25 probation and parole officers or major fraction thereof at each district office for the purpose of attending training classes, seminars, conventions or other related activities provided by the Union. Such time is non-accruable, and may be taken only when requested by the principle officer of the Union or his/her authorized representative with one week written advance notice to the Employer. Such time may be taken in a single five-day increment, or in increments of not less than 4 hours. Each new steward shall be provided paid leave to attend a one-time, 2 day training session on the grievance procedure; such training is to be provided by the Employer and Union jointly.
- 5.03 The Employer shall permit a leave of absence without pay to one employee who becomes a full-time officer or agent of the Union by appointment or election to office for up to one year. At the end of one year such leave may be extended if agreed upon by both the Employer and the Union.

Article 6
SENIORITY and LAYOFF

- 6.01 Seniority shall be determined on the basis of continuous length of service with the Division of Probation and Parole. Seniority rights will be applied after the employees have completed their probationary period with their seniority date reverting back to their first day hired.
- 6.02 Seniority shall be the determining factor when the Employer has ascertained that an opening within the bargaining unit exists, and that all other factors are equal with regard to an opportunity for promotion, transfer, or schedule selection.
- 6.03 When an employee fails to successfully complete a promotional probationary period and is not subject to dismissal for cause, the employee will be reinstated to the class, but not necessarily to the same position, occupied immediately prior to the promotion. Such employee's salary will be adjusted to the level of pay received prior to the promotion
- 6.04 The Employer shall provide the Union with a complete seniority list of all employees and new hires in the bargaining unit on a quarterly basis.
- 6.05 Layoff shall be governed by the Rules of the Personnel Advisory Board and the Personnel Division. Among other things the rules provide:
 - a. No regular or original probationary employee in an affected class shall be laid off until any emergency, provisional, temporary and limited temporary employee in the same classification and division are laid off. No regular, reinstatement probationary and/or re-employment probationary employee shall be laid off until all original probationary employees are laid off.
 - b. If a regular employee must be laid off pursuant to Section 6.05 due to a shortage of work or funds, the abolition of a position, or other material change in duties or organization, or for other reasons which are outside the employee's control and which do not reflect discredit on the service of the employee, these layoffs shall be by inverse order of service credit and by class in the division or area of service involved. When these employees are laid off they will be placed on a reinstatement register as outlined in Section 6.05.
- 6.06 The State shall implement and maintain a reinstatement register of regular employees who are laid off or demoted in lieu of layoff thereby offering the right to re-instatement to a vacancy which may be in any area in which the employee is willing to work. Such employees laid off shall be hired in service credit score order ahead of new hires, transfers and promotions. This reinstatement register shall remain active for three (3) years. For a period of six (6) months following a layoff, any demotion, class transfers or transfers must recognize the rights of

people on the reinstatement registers. Therefore, these types of changes may only be made if the person moving has higher service credit than those on the register. This reinstatement register shall remain active for three (3) years.

- 6.07 Seniority can only be terminated or declared null and void if, the employee is terminated as a result of discipline, or after he/she resigns or retires. Should an employee quit or resign and later returns to work for the State in the same capacity he/she shall be credited for all time that the employee worked for department for certain benefits only.

Article 7
SAFETY and HEALTH

- 7.01 Department shall provide recurring and supplementary self-defense training to prepare employees who have significant offender contact with techniques that they may use in dealing with Department offenders and in handling situations which may involve carrying out the responsibilities of their tasks. First aid training shall be made available. All training time shall be paid; the Employer shall pay all expenses (i.e. travel, hotel, meals, etc.) involved with the training in accordance with State Travel Regulations.
- 7.02 It is agreed that anyone carrying a weapon shall be fully qualified and trained in the proper use of that weapon. All Probation and Parole Officers who choose to carry a firearm in the performance of their duties shall attend training classes no less than two (2) days per year on the firing of and proper use of the weapon. If a Probation and Parole Officer does not for any reason qualify in the use of, or chooses not to carry a firearm, he/she shall not be discriminated against. Time spent in training shall be considered work time and reimbursement for expenses shall be as set forth in State Travel regulations.
- 7.03 The Employer will press for prosecution of the perpetrator of an assault or verbal threat against any employee or his/her family or properties, which arise out of the employee performing his/her duties. The Employer shall stay in contact by phone, mail and other means with the enforcement agencies or departments processing such charges until the situation is resolved. The Employer will copy all related correspondences to the Union Steward.
- 7.04 It is agreed that the Employer shall furnish pepper spray or mace and a carrier (i.e., holster, clip-on) for possible use in the performance of the employees duties for self-defense purposes. The spray container shall be dated and current.
- 7.05 It is agreed that each office in each district shall be inspected for Safety and Health reasons twice yearly. The Employer will designate a representative from outside of the district to inspect each office. At each office the representative is inspecting, a steward may be present and accompany the Employer representative to point out possible problem areas or conditions. The Employer representative will determine improvements, if needed to make the location a safer and healthier place to work. A copy of the results and recommendations of the inspection report shall be drafted and made available to the Union Steward within thirty (30) calendar days of the inspection.
- 7.06 It is in the interest of both the Employer and the Union to create a safe and healthy place for the employee to work. The Employer agrees to have a designated person at each work location (district) who has the authority to report and seek corrections to unsafe or unhealthy conditions when they are reported by

employees. Employees making such reports on forms provided by the Employer shall not be threatened or discriminated against in any manner as a result of their reporting such conditions. The Union steward shall be copied on all unsafe and unhealthy reports filed by employees.

- 7.07 In the interest of both the Employer and the Union to create a safe place for the employees to work and in the day to day safe performance of their duties, it is further agreed that a Health and Safety committee shall be formed. The Health and Safety committee shall be comprised of four people, two from the Employer and two designated by the Union. The Health and Safety Committee shall meet no less than two times per year. The two Union designated members shall be members of the Divisional Safety Committee.
- 7.08 Management agrees to pursue the implementation of improvements in the OP II computer system that would:
- 1.) Flag any offender that has assaulted or verbally threatened a Probation and Parole Officer;
 - 2.) Cross-reference that address files of offenders in order to identify multiple offenders who reside at a single household or address.
- 7.09 Employees shall receive screening for TB, without the right of refusal and free of charge, as long as Employer providers are utilized. Testing is done during the first three weeks of employment and each year on the employee's birth month. Employees may receive voluntary Hepatitis B vaccinations that will be free of charge, so long as the employee receives the complete series of doses and Employer providers are utilized.
- 7.10 The Employer agrees to purchase hand-held metal detectors for use by divisional fugitive investigators at Probation & Parole offices. The Safety Committee will develop an implementation plan for this use of metal detectors at Probation & Parole offices.

Article 8
LABOR/MANAGEMENT MEETINGS

- 8.01 The Employer and the Union recognize the importance of maintaining a cooperative labor-management approach. In an effort to resolve problems that arise that are not within the scope of this agreement, the Employer and the Union agree as follows.
- a) The Division Director and/or his designated representatives agree to meet at least quarterly with a committee of employee representatives designated by the Union to discuss issues relevant to the division at a time mutually agreeable. The Union can designate one employee representative per region. The Office of Administration shall normally attend these meetings. The director will invite representatives from the Department of Corrections to attend these meetings.
 - b) These meetings will be held during normal working hours with no loss of pay for those attending. This shall not result in the earning or accrual of overtime compensation.
 - c) The Union and the Employer shall exchange proposed agendas at least fifteen (15) working days prior to meeting to allow both sides to prepare for a productive and informative exchange. The parties shall, at this time, designate their representatives, if possible. Travel expenses will be reimbursed in accordance with state travel regulations and departmental policies.
 - d) Before the meeting is over, if necessary, a panel will be set up to discuss issues not covered in this agreement. The panel shall consist of appropriate staff from the Employer and the Union. The Union will provide the names and locations of staff assigned to the Employers so that absences can be approved.

Article 9
UNION RIGHTS

- 9.01 The right of the Union to appoint a reasonable number of stewards is recognized. Such appointee(s) shall have completed their initial probationary period. Stewards will represent employees within their own districts or institutions. In the event that no steward is available, the employee may request steward representation from a neighboring district.
- 9.02 In addition to their regular duties, during work time stewards shall be allowed a reasonable amount of time to conduct union business including, but not limited to the investigation, processing, and presentation of bargaining-unit employees' grievances and representing said employees in meeting with management.
- 9.03 Stewards are permitted to receive and discuss complaints and grievances on the premises and time of the Employer provided that this does not interfere with the necessary operation of the facility and the work of those involved. Stewards must seek permission from their supervisor in order to work on union business, and, whenever possible, with as much advance notice as is practical according to the circumstances.
- 9.04 Any dispute arising between the Employer and the Union as to whether a steward is spending an unreasonable amount of time at a worksite while conducting union business, or whether a steward is to be given permission to conduct union business, shall be resolved by the Union and Employer designee. If such a dispute cannot be resolved between the two parties, the Employer will make its decision based on impact upon work operations; however, the affected Union representative may refer the matter for review and/or grievance.
- 9.05 Employees having a legitimate need for the services of a steward shall notify their supervisor. When it is necessary for the stewards to conduct authorized Union business in a worksite or area other than their own, they shall notify the designated Employer representative of that worksite or area of their presence and the nature of their business.
- 9.06 The Union will provide written notification to the Employer of the appointment of all stewards. No appointment will be recognized until the Employer has received notification.
- 9.07 The Union shall designate up to fourteen bargaining-unit employees to serve on the negotiating committee team, seven of whom shall be granted administrative leave with pay at each bargaining session. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for time spent enroute to and from such negotiations, with the provision that no Union negotiating-team member shall receive more than

eight hours pay for any single day. Travel will be reimbursed in accordance with the state travel regulations.

- 9.08 The selection of the Union negotiating committee team members is at the sole discretion of the Union. The Union may on a limited basis replace or substitute members as it perceives necessary.
- 9.09 The Employer agrees to install a union-provided bulletin board at each employer-controlled worksite for the purpose of posting Union notices and particulars. The bulletin board shall be placed inside the work or break area so that all employees of the bargaining unit have access to it; and it shall be placed for easy and unobstructed viewing by the employees. The Union will furnish the Employer, in advance, with a copy of all literature to be posted by the Union. If the Employer disputes the appropriateness of the materials, the Employer will decline to allow it to be posted. The Union Steward or Representative may refer the matter to Central Office for review, and if no agreement can be reached, then the matter can be grieved.
- 9.10 The Employer agrees to make conference and meeting rooms available during regular business hours for Union meetings and/or local officer elections upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer. Employee attendance at such meetings must be on non-work time. In the event of a dispute either party should contact the Division's administrative coordinator for resolution.
- 9.11 When forming committees and panels that include employees within the bargaining unit as members, the Union shall have the option to designate a minimum of two representatives to the panel. The Employer has the right to name additional bargaining-unit employees to the committee/panel.

The Employer will inform the Union of committees or panels that may affect members of the bargaining unit, and which are in existence when this agreement becomes effective. The Union shall have the option to designate a minimum of two representatives to existing committees/panels, including the Manual Work Group and Planning Group committees.

If committee/ panel recommendations are in conflict with any provision of this agreement, those recommendations shall not be effected unless the employer bargains with the Union.

- 9.12 The Union shall have access to employees during the Employer's regular working hours to state-controlled property for the purposes of administration of this agreement, distribution of Union leaflets, newsletters, membership packets and dues-deduction authorization cards and other information related to this agreement. This activity shall be conducted during non-work hours (e.g. lunch hours, break times) and in non-work areas (e.g. cafeteria, conference room, break

room). Such activity shall be conducted in a manner that is not disruptive to work operations. The Employer will designate the non-work area(s) to be used by the Union; and the Employer and the Union will work together to schedule the above times and places.

9.13 Credit Union Deductions:

The Employer agrees to make information available to bargaining-unit members concerning the Union's credit-union benefits and/or other benefits.

9.14 New Employee Orientation:

The Employer shall provide to the Union information regarding the training schedule, showing the dates and locations of new-employee orientation/training classes when the schedule is established. A Union representative shall be permitted to talk for approximately 15 minutes to any newly hired employees at orientation classes or, if no formal orientation is held, at classes or meetings conducted by the Employer which new employees are required to attend.

The Union shall coordinate with the Employer's training officer and/or appropriate supervisory staff to set dates and times.

9.15 The Office of Administration shall provide the Union on a quarterly basis a list of names, work locations, job classifications, mailing addresses and/or home addresses of the bargaining unit employees. These home addresses are confidential and are only for the use of the Union in conducting union business with state employees.

Article 10

COMPENSATION

10.1 Step Adjustments

For any employee hired as a Correctional Services Trainee (CST) on or before June 30, 1998 and reclassified to a Probation and Parole Officer I (PPOI) prior to July 1, 1999, the Employer will adjust the employee's salary, if necessary, so that it is at the "L" Step on range 21 according to the Uniform Classification and Pay System Basic Compensation Pay Plan. Said adjustment will be effective the first day of the first complete pay period following the date of ratification.

10.2 Compensation Review

a) The Employer agrees to place up to two members of the Union on the agency's pay-issues task force to review existing policy, procedure, and practice regarding the compensation of employees, and to develop a recommended set of principles as to how, in keeping with the rules of the Personnel Advisory Board and Personnel Division pertinent to wage determination, compensation of employees should be determined.

b) An employee who believes that his/her salary is not at the appropriate step may submit to the Division's administrative coordinator a written request for a salary review. The employee must describe in the request the reason for believing that his/her salary is not at the appropriate level. The employee will receive a written response of the findings of the review, and said response shall include specific reference to the rules upon which the findings have been based.

d) If an employee can demonstrate misapplication of rules and regulations relevant to wage determination, that employee may utilize the grievance procedure to seek resolution of the matter.

10.3 Reclassification / Reposition

The Employer agrees to continue to submit and support before the Personnel Advisory Board and the Total Compensation Commission a joint Employer and Union proposal to reclassify and/or reposition the probation and parole officer classifications.

Article 11

VACATION

11.1 Vacation Credits:

Annual leave or vacation with pay shall be governed by the provisions of 1CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division.

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to vacation with pay as follows:

- 5 hours for each semi-month of services in which they are in pay status for 80 hours or more hours, up to and until they complete 10 years of total state services;
- 6 hours for each semi-month of service, in which they are in pay status for 80 hours or more hours, if they have completed 10 and up to 15 years of total state service;
- 7 hours for each semi-month of services, in which they are in pay status for 80 or more hours, if they have completed 15 years of total state service.

Annual leave will be pro-rated for employees not in pay status for an entire pay period.

11.2 Vacation Accumulation:

- a) At the close of business on October 31, of any calendar year, any accumulation of annual leave which exceeds the maximum allowable accumulation, shall lapse and credit for the excess leave shall not be carried forward to the month of November.
- b) Annual leave shall not accrue to any employee while on leave of absence without pay, notwithstanding any other exclusionary article in this Agreement.
- c) When an employee has been granted annual leave, and during the leave period subsequently recalled to duty because of emergency conditions requiring the employee's services, annual leave credits not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed.
 - i) In this case, the employee shall be granted equal compensatory time off

- ii) A corrected application for leave/overtime form will be submitted.

11.3 Leave Usage:

When an employee is ill, he/she may at their own option apply to take annual leave instead of sick leave.

- a) Supervisor approval is needed to utilize this option.
- b) Notation of this substitution shall be made on the leave form.
- c) Sick leave documentation is required as defined in Employer policy, D2-8.3-Sick Leave.

11.4 An employee entitled to workers' compensation may elect to receive accrued annual leave pay. (see the Employer policy, D2-6.3 Employee Injury/Workers' Compensation.

11.5 Employees entitled to annual leave who have separated from state services shall be entitled to receive reimbursement for all such accrued leave, except in case of proven theft, destruction or willful abuse of state property.

11.6 Transfers:

- a) An employee who transfers or is appointed to a position in another department will be automatically reimbursed by the Employer for all accrued annual leave unless directed otherwise in writing by the employee. (See the Employer policy, D2-8.2, Annual Leave)
- b) If the employee chooses to transfer annual leave to another department, the employee must request in writing to the staff responsible for the personnel function at their work location that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the employee physically transferring to a new location.
- c) An employee entering service with the Employer from another state agency must be allowed to carry up to 120 hours of accrued annual leave.
- d) Employees who transfer or are appointed to another position in Probation and Parole shall retain all accumulated leave time.

11.7 Employee re-employed after termination of employment shall be considered new probationary, except that this section shall not affect such re-employed employee's right to prior state services credit for vacation entitlement.

11.8 Payment Upon Death of Employee:

Upon the death of a State employee, the person(s) designated as legal beneficiary (ies) or the employee's estate shall be entitled to receive payment for all remaining unused accrued annual leave up to the maximum amount allowed.

- 11.9 Upon employee retirement from state service, the employee will receive payment for all unused accrued annual leave up to the maximum amount allowed.

11.10 General Provisions:

Annual leave shall be credited to the employee at the close of business on the last workday of each pay period.

- i) Annual leave may be taken in increments of $\frac{1}{4}$ hours.
- ii) Annual leave shall not be charged for holidays.
- iii) Annual leave shall not be considered work time.
- iv) Annual leave shall not be anticipated, but shall have been earned prior to the time it is taken.

Article 12
ATTENDANCE and LEAVE

12.1 Holidays:

The Employer shall grant holidays as provided for in 1CSR 20-5.010 (2) (A) of the rules of the Personnel Advisory Board and the Office of Administration / Division of Personnel. The State currently observes the following holidays:

New Year's Day, the 1st day of January
Martin Luther King Jr. Day, the 3rd Monday in January
Lincoln's Birthday, the 12th of February
Washington's Birthday, the 3rd Monday in February
Truman's Birthday, the 8th day of May
Memorial Day, the last Monday in May
Independence Day, the 4th day of July
Labor Day, the 1st Monday in September
Columbus Day, the 2nd Monday in October
Veteran's Day, the 11th day of November
Thanksgiving Day, the 4th Thursday in November
Christmas Day, the 25th day of December

Additional dates may be designated as holidays by the Governor or President of the United States. Nothing in this agreement shall be construed as establishing any right to a paid holiday. The Employer shall grant paid holidays as provided for in the rules of the Personnel Advisory Board and Division of Personnel, and in accordance with State Laws.

12.2 Compensatory Time Off / Pay:

A pay-out of compensatory time balances may be made during a fiscal year in which the Employer determines that such to be appropriate and that sufficient funds are available to effect such a pay-out.. Specifics of the pay-out will be made available to staff when developed.

Consistent with staffing needs, the Employer is responsible for scheduling of compensatory time off when requested by the employee.

Employees shall not be compelled to use compensatory time balances in lieu of sick leave.

12.3 Holiday During Vacation:

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will receive up to eight hours holiday pay.

12.4 Payment Upon Separation:

Upon separation due to resignation, retirement, layoff, or dismissal, the employee shall be paid for all accrued holidays. Upon death of the State employee, the person(s) designated as legal beneficiary(ies) or the employee's estate shall be entitled to receive payment for all remaining accrued compensatory time.

12.5 Attendance in Court:

Any employee called for jury duty in compliance with a subpoena to appear in court or before a judge, legislative committee, or any officer, board, or body authorized to conduct a hearing or inquiry (except when the employee is a plaintiff or defendant in a cause of action not arising out of employment) shall be allowed leave of absence with pay. When an employee is a plaintiff or defendant in a cause of action not arising out of employment, he may use accrued annual leave, compensatory leave, or leave without pay. Employees who appear as witnesses in their official capacity as a Probation Officer may not retain any witness fee, and shall surrender any such payment to the Employer.

12.6 Promotional Examination:

Employees shall be granted administrative leave, when possible, to participate in promotional examinations and interviews for positions within the Department. Authority for approval of such leave shall lie with the appropriate supervisory or administrative staff, following a determination that adequate staff is maintained at the work site. Appropriate travel time, accruing during normal work hours, will be considered in granting administrative leave.

12.7 Sick Leave:

a) Sick leave with pay shall be governed by provisions of 1 CSR 20-5.020 of the Rules of the Personnel Advisory Board and the Office of Administration / Division of Personnel.

b) If all accumulated sick leave has been exhausted, and the employee is unable to return to work, the employee may apply for use of compensatory-time leave, annual leave, may apply for leave as defined in Departmental Procedure D2-8.6, Leave of Absence without Pay, with monthly proof of illness or after consultation the person responsible with the personnel function at the work site concerning long-term disability benefits.

c) Employees who are employed on a full-time basis in positions of a continuing or permanent nature and who are paid on a semi-monthly basis are entitled to sick-leave with pay at the rate of five (5) hours for each semi-month of service in which they are in pay status for eighty (80) or more hours. Sick leave will be pro-rated for employees not in pay status for an entire pay period.

d) Sick leave may be used at the employee's option when he/she is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or periods of time required for medical, surgical, dental or optical examination or treatment, or when, through exposure to contagious disease, an employee's presence on duty would jeopardize the health of others. Sick leave may also be used for loss of time due to an illness of the employee's spouse, children, or other relatives, regardless of where they reside, when this requires the employee's personal care and attention.

e) Sick leave may be used in quarter (1/4) hour increments.

f) Employees who miss five (5) or more consecutive workdays shall be required to obtain a written statement from a medical provider. For absences less than five (5) consecutive workdays, the employer may require an employee to provide a written statement from a medical provider as deemed necessary. If misuse is suspected, the Employer shall inform the employee in writing that a written statement will be required for future claims of illness. If the Employer requires a second opinion, the Employer will send the employee to an Employer-designated medical provider at the Employer's cost. Further, when the employee is directed to obtain a second opinion, such time will be considered time worked.

12.8 Service-connected Injury and Illness:

a) An employee who suffers an on-the-job injury or illness, shall be compensated in accordance with the rules governing worker's compensation benefits, which are administered by the Central Accident Reporting Office of the Office of Administration.

b) When an employee has exhausted his/her sick leave accruals and is in need of time off due to continued illness or injury, he/she may request a leave of absence without pay. Further, the employee may apply for the use of the Employer's Shared Leave Program and, when appropriate, for disability benefits through the Missouri State Employees' Retirement System.

12.9 In an effort to maintain a skilled workforce, the Employer will establish an Early Return Work Program to enhance the recovery of employees who are injured or contract an occupational disease in the course and scope of state employment. Employees will be placed in temporary modified duty assignments, when feasible

12.10 The Employer and the Union will meet at the executive level after the ratification of this Agreement to discuss the following issues:

- To investigate the possibility of an employee-operated “Shared Leave Program” keeping in mind Chapter 5 of 1 CSR 20-5,
- Cooperatively work with the Union to enhance the “Early Return to Work Program” both in areas of time limits and identifying positions or openings for these employees.

12.11 Leave for Death in an Employee’s Family

Administrative leave for a death in an employee’s family will be granted in accordance with the policies of the Employer and the Rules of the Personnel Advisory Board.

12.12 Notification of Leave Balances:

Each employee shall be given a semi-monthly check stub or direct-deposit stub that reflects his/her balances of vacation, compensatory, and sick-leave hours. If the employee disagrees with his/her balances, he/she should notify the regional timekeeper in writing as soon as possible. The regional time keeper shall investigate and resolve the matter, and within thirty (30) days shall advise the employee of whatever action has been taken.

Article 13
FAIR SHARE

- 13.1 The parties agree in principal that it is appropriate for non-member employees of the bargaining unit to remit fair share service fees to the Union in an amount not to exceed the cost of negotiation, contract administration and other activities of the Union which are germane to its function as the certified bargaining representative or 82% of the dues which are payable by members of the Union, whichever is less. If all employees in the bargaining unit are given an opportunity to vote on this agreement with this provision included, and it is ratified by a majority of the employees who choose to vote, the parties shall negotiate and develop mutually agreeable conditions and procedures for implementing and administering this provision in accordance with applicable laws and regulations, all of which shall be memorialized and become effective and part of this agreement by addendum signed by the parties.

Article 14
WORK WEEK and WORK DAY

- 14.01 The normal workday shall consist of 8 hours per day, 5 days per week.. As approved, an employee may work 10 hours per day, 4 days per week. Employees working four 10-hour days shall specify a preferred weekly regular day off (RDO). Such requests shall be approved per the employee's request when possible and if denied the Employer shall specify in writing the reasons for the denial.
- 14.02 All employees who are required to drive in the performance of their duties shall be considered as being on paid time while performing such duties, and such time shall be included in the calculation of the total work day. No provision of this section shall be in violation of State travel regulations.
- 14.03 Alternative work scheduling is recognized by both parties as a method for better management.

Article 15
NO STRIKES OR WORK INTERRUPTIONS

- 15.01 The Union shall not cause nor condone any strike or work interruption of any kind, such as sit-down, stay-in, or any type of work curtailment in any office of facility within this bargaining unit of the Employer. The Union will instruct all its stewards of their obligations under this article and all the members as to the meaning of it. If for any reason there is an interruption at the Employer's office(s) or facilities by other than members, the union will encourage its members to remain at work and/or to return to work.

Article 16
ACTION PLANS and DISCIPLINE

- 16.01 The Union and the Employer encourage informal conferences between the employees and their supervisors to discuss work performance, job satisfaction, work-related problems and/or work environment.

If work performance problems are identified, the supervisor may offer constructive suggestions and assist the employee in resolving the problems. If needed, an action plan will be developed, and will state specific work-performance objectives and time periods in which the problems will be addressed. The action plan shall not be considered to be disciplinary action. The supervisor shall maintain a written record of each follow-up session and shall, upon request of the employee, provide a copy of this record after completion of each session to keep the employee apprised of his/her progress in meeting the objectives stated in the action plan.

- 16.02 Disciplinary action may be imposed on an employee for cause. Disciplinary action includes:

- written reprimand
- suspension without pay
- involuntary demotion
- dismissal

The Employer endorses the principle of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose the level of discipline that the Appointing Authority determines to be necessary for the good of the service.

Grievances of disciplinary actions are governed by the grievance procedure outline in Article 17.

- 16.03 If an employee is questioned about a matter that he or she reasonably believes may lead to a suspension, demotion, or dismissal, the employee is entitled to representation by a local union officer or steward from the same work location. In these situations an employee may make such a request at any time and will be granted such representation. The arrangements for this assistance or representation shall not unduly delay the proceedings. An employee shall not withhold information from his/her supervisor or co-workers which affects or could affect ongoing operations of state government or the Employer.

Prior to being interviewed as part of a formal investigation, an employee will be notified in writing of his right to representation. If an employee is scheduled for an interview at another work location, the representative may be

from either work location. An employee, steward, or local union officer shall not provide such advice, assistance, or representation if that person is also involved in the same matter.

Prior to referring a matter to the Division Director that may result in the imposition of a suspension, demotion, or dismissal, the Chief Administrative Officer/designee shall schedule a meeting with the employee. The purpose of the meeting is to inform the employee of the allegations and to afford the employee an opportunity to respond to the allegations. The employee will be notified three (3) days in advance of the scheduled meeting. The employee is entitled to advice, assistance, and/or representation by a local union officer or steward. The arrangements for this assistance or representation shall not unduly delay the proceedings. An employee shall not withhold information from his supervisors or co-workers which affects or could affect ongoing operations of state government or the Employer. Failure of the employee to attend this meeting will not prevent the Chief Administrative Officer/designee from referring a matter to the Division Director.

- 16.04 Information shared or obtained during the investigation process shall be considered confidential and shall not be discussed or communicated in any way by any representative except with the represented employee or other union officials with a business need to know the information. Management and/or investigative staff will share information gained during this process solely with those who have a business need to know the information.

If the union representative provides assistance to more than one employee involved in the same investigation, information gained during any interview session shall be considered confidential and shall not be shared with other employees.

- 16.05 Each employee shall be allowed to inspect his or her personnel files upon written request and prior arrangement with the appropriate staff.
- 16.06 The Union and the Employer agree that it is in the best interests of both parties to ensure that allegations made against an employee in the bargaining unit by an offender, by the significant other or family member of an offender, or by members of the general community are reviewed and assessed in accordance with Probation and Parole policy P7-1.7 (appendix B) prior to initiating any disciplinary action.
- 16.07 Any person who lodges a complaint against an employee in the bargaining unit shall be requested to provide their name, address, and telephone number to the Employer. Complainants shall be referred to the district level to begin the complaint process when at all possible. Failure of the person receiving the complaint to obtain the complainant's name shall not be a factor in

determining the validity of the complaint and/or in determining whether discipline should be imposed and/or upheld against an employee.

Article 17
GRIEVANCE PROCEDURE

- 17.1 This procedure provides for joint labor/management resolution of employee grievances which are disputes or disagreements between the employees, their Union, and the Employer, when such disputes or disagreements are covered by a provision of this Agreement or when a question arises about the application or interpretation of any term of the Agreement.

The intent of this procedure is that disputes be resolved at the earliest possible step of the process. To this end the parties agree that all persons responsible for resolving disputes shall, at each level of the procedure, undertake meaningful discussions toward resolving the dispute whenever possible.

This procedure is being adopted on a pilot basis. The pilot shall continue for the duration of this Agreement. Upon completion of the pilot time frame, the Department Director will determine whether to adopt, modify, or discontinue this procedure.

Claims that can be brought before the Personnel Advisory Board the EEOC, the Missouri Commission on Human Rights, or claims for which there is an exclusive alternative forum or with respect to which a mutual and effective release of alternative forums cannot legally be obtained are not subject to the provisions of this Article.

However, the parties agree to reopen meet-and-confer on the topic of claims that can be brought to the Personnel Advisory Board should the rules affecting same be revised by the Personnel Advisory Board.

- 17.2 Preliminary Step: A member having a complaint is encouraged but not required to first *attempt to resolve the issue informally with his/her immediate supervisor* and/ or the level of supervision directly above the immediate supervisor at the time of the incident giving rise to the complaint, or as soon as possible thereafter. The employee may elect to have a union steward present at that meeting..

Step One: If unresolved informally with the immediate supervisor, the employee and his or her union steward shall attempt to resolve the matter by requesting a meeting with the district administrator by submitting the appropriate grievance form and any related correspondence within 30 calendar days of the alleged incident. The district administrator should meet with the employee and the steward within 10 working days of receipt of the grievance and shall issue a written response to the employee with a copy to the steward and "Departmental Human Relations Office within 10 working days after the meeting is held.

Step Two: If unresolved at Step One, the employee and the steward shall attempt to resolve the matter by requesting a meeting with the regional administrator through submission of the grievance form and any related correspondence within 10 working days of the receipt of the Step One response. The regional administrator should meet with the employee and the steward within 10 working days of receipt of the grievance and shall issue a written response to the employee with a copy to the steward and Departmental Human Relations Office within 10 working days after the meeting is held.

Step Three: If unresolved at Step Two, the grievance shall be presented to a Regional Panel. The appropriate grievance form and supporting documentation should be submitted to the Division's Administrative Coordinator within 10 working days of receipt of the Step Two response; the Administrative Coordinator will take steps to organize a panel meeting. This meeting should be held within 10 working days of receipt of the employee's request.

The panel shall consist of two representatives of the Employer and two union stewards. All members of the regional panel shall be from the same region, but shall not be from the same facility/work location of the grievant. If any member of the panel is related to or has a personal relationship with the grievant, the panel member shall abstain from participation in that particular grievance process. An alternate panel member shall be named in his or her place.

The Regional Panel shall review the grievance and each panel member shall vote as to whether the requested or alternate remedies should be granted. The results of the vote will be used to make a written recommendation on resolution of the grievance to the Division Director. The recommendation will contain information to support the panel's position and will be forwarded to the Division Director immediately following the panel meeting. The recommendation and supporting information will be provided to the employee and the Union upon request for arbitration of the grievance. The Division Director will respond to the grievant, with a copy to the steward and Departmental Human Relations Office within 5 working days of receipt of the recommendations from the regional panel.

Step Four: If unresolved at Step Three, the grievance shall be presented to a State Panel. The appropriate grievance form and any supporting documentation should be submitted to the Division's Administrative Coordinator within 10 working days of receipt of the Step Three response; the Administrative Coordinator, who will take steps to organize a panel meeting. Such meeting should be held within 10 working days of receipt of the employee's request.

The state panel shall consist of two representatives from the Employer and two union stewards. If any member of the panel is related to or has a personal relationship with the grievant, the panel member shall abstain from participation in that particular grievance process. An alternate panel member shall be named in his or her place.

The state panel shall review the grievance and all subsequent responses to it and vote as to whether the requested or alternate remedies should be granted. The results of such vote will be used to make a written recommendation on resolution of the grievance to the Department Director. The recommendation will contain information to support the panel's position and submitted immediately to the Department Director for response. The Department Director will respond to the grievant, with copies to the steward and Departmental human Relations Office within 10 working days of receipt of the recommendation from the panel.

Step Five: If the grievant and the Union are dissatisfied with the Department Director's response, mediation will be pursued through the Federal Mediation and Conciliation Service's alternative dispute resolution services which are offered at no cost. Such a request must be made to the Division's Administrative Coordinator within 30 calendar days of the Department Director's decision.

Step Six: Arbitration. If the grievance is not resolved at Step Five, the parties (either the Union on behalf of the employee, or the Employer, or the Office of Administration) may pursue arbitration concerning the application, interpretation, or alleged violation of any provision of this Agreement. Such a request must be made to the Division's Administrative Coordinator within 30 calendar days of the conclusion of mediation.

Arbitrator Selection. The parties may mutually agree on any qualified arbitrator. However, if the parties cannot agree, they will call upon the Federal Mediation and Conciliation Service for a list of 5 potential arbitrators. Each party shall be entitled to strike names from the list in alternate order, beginning with the Union, and the last name remaining shall be the arbitrator. The parties shall then agree to a method for scheduling arbitration cases before individual arbitrators on the panel. The location for arbitration shall be Jefferson City, or elsewhere as mutually agreed.

Arbitration Fees. The fees and expenses of the arbitrator, including necessary travel expenses, shall be borne equally by both parties. Any party requesting a transcript shall pay for the transcript. If both parties request a transcript, they shall share the cost equally. In the event the arbitrator charges a fee for cancellation of a hearing, the party requesting cancellation is responsible for payment. Each party shall be responsible for compensating its own representatives and witnesses.

Arbitration Decisions. It is the expectation of the parties that the written decision of the arbitrator shall be rendered within 30 calendar days from the closing of the record of the hearing, or the receipt of post-hearing briefs.

The arbitrator shall consider, in addition to the terms of the agreement, the following factors while considering any case:

the effect of the agreement on the ability of the public body to provide public services at current levels

the lawful authority of the public body

the stipulations of the parties

the interest and welfare of the public body.

The decision of the arbitrator shall be binding on both parties. Either party may seek judicial review pursuant to Missouri law.

Arbitration Limitations. The grievance procedure set forth in this Agreement is the sole and exclusive method for seeking interpretation and enforcement of this Agreement.

Decisions under this Article are constrained by and limited to the application of the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. An arbitrator has no authority to amend, modify, nullify, ignore, subtract from, or add to the provisions of this agreement.

- 17.3 Time off for participation in grievance meetings shall be considered work time. In addition, a reasonable amount of time shall be allowed during working hours, with prior supervisory approval, for meetings between the employee and his or her union steward for the purpose of discussing and processing a grievance.
- 17.4 This pilot grievance procedure is meant to redesign the manner in which grievances are considered and by whom they will be considered. Administrative details of the DOC's traditional procedure (D2-10.1) still apply. (See Appendix.)

Article 18
DUES CHECK OFF

- 18.1 Deductions. The Employer shall request the Commissioner of the Office of Administration to deduct Union dues from the wages and salaries of the member upon receipt of written authorization on the designated form. Under Office of Administration procedures, the employer shall remit the deductions semi-monthly to the Union at the designated address. The Union shall advise the Employer and its members of any increase in dues or other approved deductions in writing at least 30 days prior to its effective date. No deductions shall be made for initiation fees, fines, or assessments.

Requests for any of the above shall be on a form agreed to by the parties, and shall adhere to the procedures established by the Commissioner of the Office of Administration. Such form shall include specific information on revocation of membership.

An employee who has previously authorized payroll deductions pursuant to this section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless that employee has previously withdrawn authorization for such deductions (as covered in section 18.6 of this Article) and now seeks to reauthorize them.

- 18.2 The parties recognize that legal deductions and other withholdings such as Social Security and federal and state income taxes shall have priority over union dues; accordingly all legal and required deductions from an employee's wages shall be made before union dues are deducted. When an employee is in non-pay status for an entire month, no deduction shall be made from future earnings to cover that pay period. If an employee is in non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues or service-fee deduction, no deduction shall be made.
- 18.3 If the Employer over-withholds an amount from an employee's wages or salary, and remits same to the Union, the Union agrees to make an immediate refund to the employee in the amount of the overpayment upon notification from the Employer.
- 18.4 Revocation of Membership. Any employee who has previously submitted a written authorization for voluntary deduction of union-membership dues may revoke the authorization by completing a written authorization-withdrawal statement on a form provided by the Union and agreed to by the Employer, and filing it with the Department of Corrections Personnel Unit. Any such authorization-withdrawal statement must be received during the period from November 15 through December 15 of each year, and, if so submitted, deductions will stop effective on the following January 1.

When an employee receives a promotion out of the bargaining unit, it is the responsibility of that employee to notify the Personnel Office to stop dues deductions.

The Employer shall provide the Union with a copy of an employee's request to terminate dues deductions. All termination requests will have a January 1 effective date.

- 18.5 Each month the Employer shall provide to the Union by electronic means a listing of employees who have union dues deducted from their wages or salary
- 18.6 Union deduction cards will be provided to the Employer by the Union. The cards shall be made available for the employees' use in each district office.
- 18.7 The Union agrees to hold harmless the State of Missouri or any of its officers or agents, and shall indemnify the State or its officers or agents from any and all claims, demands, suits, or any other actions arising as a result of this Article

Article 19
EXPENSES

- 19.01 The Employer and the Union agree that all expenses are subject to regulation under State of Missouri rules concerning travel and subsistence and Section 33.090 RSMo.
- 19.02 Employee meals will be reimbursed subject to the above regulations.
- 19.03 Employee parking expenses will be reimbursed subject to the above regulations.

Article 20
EMPLOYEE APPRAISALS

20.1 Informal Conferences:

The Union and the Employer encourage periodic informal conferences between the employee and his supervisor to discuss work performance, job satisfaction, work-related problems and/or the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem. If needed, a corrective action plan will be developed.

The Employer and the Union agree that counseling is an effort on the part of a supervisor to provide feedback to an employee regarding on-the-job activity and/or job performance. It is meant to be a device clarifying what has occurred and what is expected. Counseling is not discipline and should have constructive goals, such as assisting in employee development, or teaching or modifying behavior. The supervisor shall maintain written records of counseling efforts.

20.2 Written Performance Appraisals:

All employees will receive a timely performance appraisal in accordance with departmental procedure D2-4.1, Employee Performance Planning and Appraisal completed by their immediate supervisor and reviewed by the next level of supervision, within the month that it is due. Employees' signatures on the appraisals indicate the employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. The appraisal shall be discussed with the employee, and the employee shall be given a copy as soon as possible.

The appraisal shall contain information related to the employee's performance of the duties assigned and factors related thereto.

The performance appraisal may be adjusted by senior level supervisors with the understanding that such changes shall be discussed with the employee and the employee shall be given the opportunity to comment on the appropriate section of the appraisal from regarding the changes and shall be given a copy of the revised appraisal. The employee or the Union may submit a written rebuttal to an appraisal if the employee disagrees totally, or in part, with the appraisal.

Article 21
POLICY DEVELOPMENT AND DISTRIBUTION

- 21.1 The Employer shall notify the Union of proposed policy changes at least 30 days in advance of the proposed effective date of the policy so that the Union can offer feedback on the proposals. When immediate changes to policy are needed for safety and security purposes or to comply with law or court order, a revision may be issued and become immediately effective; however, the related policy revision shall be subject to review and comment by the Union.
- 21.2 Department Manual and this Agreement: The Employer agrees to maintain an electronic version of all departmental policies and procedures that shall be accessible to employees. The Employer shall maintain an employee information center in each employer-controlled worksite. A copy of this Agreement, Chapter 36 RSMo (State Personnel Law), the Department's General Administrative Manual, the state Travel Regulations, the Division of Probation and Parole Manual or Institutional Services Manual, and the Facility Standard Operating Procedures Manual shall be available at the information center.

Article 22
CASE / WORK LOAD

- 22.01 The Employer agrees to conduct a time study every three years to assist in the management of available resources and to facilitate future planning. The Employer agrees to include Union representation in the process of planning, developing, implementing and analyzing the time study.
- 22.02 The Employer agrees to include up to two union members to be selected by the Union to a newly created Workload Management Task Force. The purpose of this task force is to review current practices with respect to workload management issues, including but not limited to caseload size, assignments, duplication of tasks, division of labor, and job descriptions. This task force shall include members from management and the bargaining unit selected by the Union. The task force will identify and define, and will make recommendations to the Division Director to streamline service delivery and maximize workforce resources. The task force will meet in May and October of each year, and is to submit an annual report to the Division Director. However, should an issue arise which merits immediate attention, a special report may be submitted to the Division Director.
- 22.03 Caseloads, contacts, reports and forms shall be adjusted to maximize supervision and surveillance of offenders in the community, and to improve supervision outcomes in keeping with the guidelines recommended by the Workload Management Task Force and approved by the Division Director.. The Employer agrees that the caseloads per officer should not exceed the levels set forth in P3-1.1: Levels of Supervision, and P7-1.4: Workload Management Formula. If at any time workload levels in a district exceed allocated staffing levels by 15% for a 6-month period, the Employer agrees to establish an action plan to attempt to reduce it. Any changes to the policies on level of supervision or workload management formula shall be submitted to the Workload Management Task Force for review prior to implementation. District Administrators are responsible for ensuring to the best of their ability that workload management is in accordance with the above-cited procedures. The Union may request a review of workload distribution at the officer level from the district administrator for that office, and may meet with the district administrator to discuss the workload distribution. If the Union is not satisfied with the results of the review and discussion with the district administrator, the Union may request a review of the workload distribution by the Division's administrative coordinator.

Article 23
PRESERVATION OF BENEFITS

- 23.1 In the event that any article, section, or portion of this agreement is held invalid, unlawful, or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, the remaining portions of the agreement shall remain in full force and effect for the term of the agreement.

Under such circumstances, the Employer and the Union shall seek to develop a mutually satisfactory modification to replace the invalidated provision.

The parties recognize that the provisions of this agreement cannot supercede law.

Where the implementation of any provision of this agreement involves additional expenditure authority or the authority to reallocate funds, the provision will become effective and be implemented only upon appropriation or authorization to reallocate the funds.

- 23.2 The parties acknowledge that during the development of this agreement each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter regarding conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
- 23.2 Article titles and section headings have been included in this agreement for convenience only. They are not to be considered when interpreting terms of this agreement.
- 23.3 Increase of Benefits: In the event that the Office of Administration recommends across-the-board pay increases for all state employees, such recommendation shall include the employees covered by this agreement.

APPENDIX A

The description of the bargaining unit includes the following:

Probation and Parole Officer II (P.O.II)

Probation and Parole Officer I (P.O.I)

Correctional Services Trainee (C.S.T.)

SIGNATURES

By affixing their signatures below, the Union (S.E.I.U. Local 2000, affiliated with the Service Employees International Union, AFL-CIO) and the Employer, State of Missouri, agree that this shall be the only Agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall be in full force and effect from December 16, 2002, through and including, December 16, 2005.

Service Employees International Union,
Local 2000:


Grant Williams, President, Local 2000

State of Missouri:


Jacquelyn White, Commissioner
Office of Administration


Gary Kempker, Director
Department of Corrections


Denis Agriel, Chairman
Board of Probation and Parole


Laurie Hines, Chief Negotiator
Office of Administration

LETTER OF UNDERSTANDING

BETWEEN

**THE MISSOURI DEPARTMENT OF CORRECTION,
PROBATION AND PAROLE BOARD**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2000

As a result of the change to the rules of the Personnel Advisory Board (1 CSR 20-4.020(1)(B)), the parties have agreed to the following addendum to Section 17.1 of Article 17 (Grievance Procedure) of this agreement:

This procedure provides for joint labor/management resolution of employee grievances which are disputes or disagreements between the employees, their Union, and the Employer, when such disputes or disagreements are covered by a provision of this Agreement or when a question arises about the application or interpretation of any term of the Agreement.

The intent of this procedure is that disputes be resolved at the earliest possible step of the process. To this end the parties agree that all persons responsible for resolving disputes shall, at each level of the procedure, undertake meaningful discussions toward resolving the dispute whenever possible.

This procedure is being adopted on a pilot basis. The pilot shall continue for the duration of this Agreement. Upon completion of the pilot time frame, the Department Director will determine whether to adopt, modify, or discontinue this procedure.

Claims that can be brought before the EEOC, the Missouri Commission on Human Rights, or claims for which there is an exclusive alternative forum or with respect to which a mutual and effective release of alternative forums cannot legally be obtained are not subject to the provisions of this Article.

The Employer and Union agree that where an employee covered by this Agreement has the right to process a grievance-appeal through either the procedure provided herein, or through the Personnel Advisory Board, and, if such employee files an appeal with the Personnel Advisory Board the agreement grievance filed under this Article will immediately cease.

If no agreement grievance has been filed prior to the filing of the Personnel Advisory Board appeal, the employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this Agreement.

If the appeal to the Personnel Advisory Board is withdrawn by the employee, or not accepted by the Personnel Advisory Board, the processing of a timely grievance will be permitted.

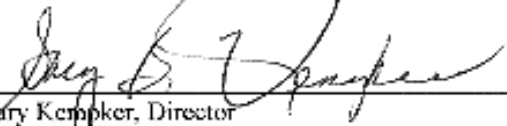
Nothing in this Article, or elsewhere in this Agreement will be deemed to require any employee to pursue the remedies herein provided.

Service Employees International Union,
Local 2000:


Grant Williams, President, Local 2000

State of Missouri:


Jacquelyn White, Commissioner
Office of Administration


Gary Kempker, Director
Department of Corrections


Denis Agniel, Chairman
Board of Probation and Parole


Paul Buckley, Acting Chief Negotiator
Office of Administration

LETTER OF UNDERSTANDING
BETWEEN
THE MISSOURI DEPARTMENT OF CORRECTION,
PROBATION AND PAROLE BOARD
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2000

The parties agree to amend Article 18 of this agreement to include Section 18.8 as follows:

18.08 Union Representation Fee

Effective October 16, 2003 applicants who are offered a position in the bargaining unit will be required to read and sign a notification form prior to accepting employment in a bargaining unit position. This form will serve as notification to the employee that there is an agreement in effect that requires new employees who choose not to join the Union to authorize the deduction of service fees and that the collection of service fees will be done in accordance with state regulations.

Employees who accept employment under these terms will be given an opportunity to choose to join the Union or not join and pay service fees. This choice will be made on a form prescribed by the Office of Administration that authorizes and instructs the Commissioner of Administration to deduct the service fee (The authorized form is the SEIU, Missouri State Employee Membership Card). This form will be provided to all new employees after they have read and signed the notification form and prior to their start date. The employee will have the following options:

- Join the union and pay dues. Dues will be deducted right away.
- Do not join and authorize the deduction of service fees. Service fees will be deducted only if and when the regulation changes are approved.
- Do not accept the position in the bargaining unit that is being offered.

Employees should read and sign the notification form prior to being given the deduction authorization card.

Employees hired prior to October 16, 2003 will not be required to pay the service fee, regardless of their choice of membership at that time. Any employee who is a member prior to the effective date of this addendum may revoke their membership in accordance with Section 18.4 of Article 18, Dues Checkoff, of this Agreement, such revocations will be effective December 15, 2003. These employees will not be required to authorize the payroll deduction of service fees.

Any employee that chooses to join the Union after October 16, 2003, regardless of when they were hired, may revoke their membership during the November 15 through December 15 of any year. Such employees will be required to authorize the deduction of service fees at that time.

Any employee hired prior to October 16, 2003 may voluntarily authorize the payroll deduction of service fees. This can be done using the same membership card form described above. Payments from such employees shall not be required as a condition of employment nor will employees be compelled to pay the service fee.

Membership cards and dues deductions in effect prior to the effective date of this addendum will continue to be processed as they have in the past.

All applicants or employees must have an opportunity to make these choices without any influence from either management or the Union.

It is agreed and understood that the service fees authorized herein are less encompassing than union dues, which include costs of non-core activities. The service fee amount shall annually be certified by the Union to the Commissioner of Administration.

The union shall establish and operate a procedure to protect the rights of nonmembers who are required to make service fee payments to such organization, which shall include:

1. an annual notice to such nonmembers of the service fee amount they are required to pay, including an audited union financial statement and a disclosure by the Union of the manner it has arrived at the service fee amount;
2. a procedure allowing nonmembers to challenge the union's calculation before an impartial decision maker; and
3. an escrow fund into which all amounts in dispute shall be placed pending the decision of the impartial decision maker. In the event this provision is challenged, all monies collected pursuant to this Section must be held in escrow until it is determined to be lawful by a court of general jurisdiction.

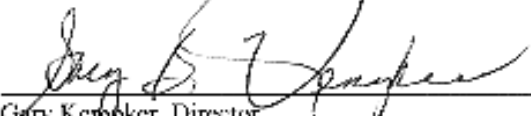
This addendum will become effective October 16, 2003.


Service Employees International Union,
Local 2000:


Grant Williams, President, Local 2000

State of Missouri:


Jacquelyn White, Commissioner
Office of Administration


Gary Kempker, Director
Department of Corrections


Denis Agniel, Chairman
Board of Probation and Parole


Paul Buckley, Acting Chief Negotiator
Office of Administration